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A public school was conducted thereon. The court directed a resale of the land for nonpayment of the price. The purchaser again purchased and transferred his interest to a third person who obtained a deed on payment of the price, and who conveyed the land to a grantee, excepting the interest of the school authorities. The grantee had no notice that the purchaser had any claim to the reversionary interest in the school land, and the proceedings in which the third person became the purchaser failed to disclose any such arrangements, and showed that the whole tract had been directed to be sold. Held, that the grantee was a purchaser of the entire tract without notice of the claim of the purchaser, and the title to the land used for school purposes reverted to the grantee on the school authorities ceasing to use the land for such purpose.

[Ed. Note.—For other cases, see Judicial Sales, Cent. Dig. § 114; Dec. Dig. 58.\* 8 Va.-W. Va. Enc. Dig. 823.]

**2. Vendor and Purchaser (§ 239\*)—Bona Fide Purchaser—Notice.**—A complete purchaser for value and without notice, actual or constructive is not affected by any latent equity founded on trust, fraud, mistake, incumbrance, or otherwise.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 583-600; Dec. Dig. § 239.\* 14 Va.-W. Va. Enc. Dig. 1060.]

**3. Appeal and Error (§ 879\*)—Questions Reviewable.**—Where a party denied relief, did not appeal, and was not made a party to the appeal, the correctness of the decision denying relief will not be considered an appeal.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3581-3583; Dec. Dig. § 879.\* 1 Va.-W. Va. Enc. Dig. 543.]

Appeal from Circuit Court, Wise County.

Suit by W. H. Bond against the Virginia Iron, Coal & Coke Company. From a decree for plaintiff, defendant appeals. Reversed in part, and entered.

MILLER *v.* TURNER, JUDGE.

Sept. 15, 1910.

[68 S. E. 1007.]

**1. Costs (§ 143\*)—Bond for Payment of Costs—Liability.**—A bond binding the obligor to pay all costs decreed against a third person in a suit against the obligor and another as trustees refers to costs which the third person had or would incur in the suit while the attitude of the parties remained unchanged, but it does not bind the obligor to pay costs when the third person became hostile to him.

[Ed. Note.—For other cases, see Costs, Dec. Dig. § 143.\* 3 Va.-W. Va. Enc. Dig. 634.]

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

**2. Judgment (§ 642\*)—Conclusiveness.**—Where the Supreme Court of Appeals on the original hearing and on rehearing adjudicates a controversy, it cannot be reopened.

[Ed. Note.—For other cases, see Judgment, Cent. Dig. § 1156; Dec. Dig. § 642.\* 14 Va.-W. Va. Enc. Dig. 112.]

Petition for mandamus by one Miller against one Turner, Judge. Mandamus awarded.

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PHENIX INS. CO. OF BROOKLYN, N. Y. *v.* SHERMAN.

June 6, 1910.

[68 S. E. 1119.]

Error to Circuit Court, Wise County. Action by J. B. Sherman against the Phenix Insurance Company of Brooklyn, N. Y. Judgment for plaintiff. Defendant brings error. Reversed. Phlegar & Powell and Irwine & Morrison, for plaintiff in error. Bullitt & Chalkley and W. T. Mathews, for defendant in error.

PER CURIAM. The court being of opinion that this case is controlled by the opinion and judgment of this court in the case of Phenix Insurance Company of Hartford, Conn., *v.* J. B. Sherman, decided November 18, 1909, and reported in 66 S. E. 81, it is therefore ordered that the judgment of the circuit court of Wise county be reversed, and this court will enter such judgment as the circuit court should have entered. Reversed.

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WASHINGTON *v.* WASHINGTON.

Nov. 17, 1910.

[69 S. E. 322.]

**Divorce (§ 37\*)—Ground—Desertion—What Constitutes.**—Desertion was shown, entitling the wife to an absolute divorce, where it appeared that the husband had abandoned her continuously for five or six years, during which time he had not cohabited with her or contributed any thing to ward her support, though she endeavored to induce him to return and live with her.

[Ed. Note.—For other cases, see Divorce, Cent. Dig. §§ 107-138; Dec. Dig. § 37.\* 4 Va.-W. Va. Enc. Dig. 738.]

Appeal from Circuit Court, Rockingham County.

Suit by Ida Allen Washington against Henry Washington. From a decree for defendant, plaintiff appeals. Reversed and remanded, for decree as directed.

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.